

Desktop and Mini-Tower Computers/ Monitors (Three Year Limited Warranty -- Desktop and Mini-Tower Computers; One Year Limited Warranty -- Monitors)

IMPORTANT

THIS AGREEMENT CONTAINS THE LIMITED WARRANTY AND CERTAIN ADDITIONAL TERMS AND CONDITIONS THAT APPLY TO YOUR PURCHASE OF DESKTOP AND MINI-TOWER COMPUTERS AND RELATED PRODUCTS FROM AST COMPUTERS, LLC ("AST" or "AST COMPUTERS"). THE TERM "PRODUCT" MEANS AST-BRANDED HARDWARE DESCRIBED IN YOUR PURCHASE RECEIPT OR INVOICE. THE TERM "PRODUCT" DOES NOT INCLUDE SOFTWARE, NON-AST-BRANDED EXTERNAL HARDWARE PERIPHERALS SUCH AS JOYSTICKS, PRINTERS, SCANNERS, ETC., AND THEIR RELATED DOCUMENTATION (COLLECTIVELY "ACCESSORIES"). PLEASE BE CERTAIN TO READ THE INDIVIDUAL WARRANTIES FOR ACCESSORIES CONTAINED IN THE SHIPPING CARTONS. YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT APPLIES TO THE PURCHASE OF YOUR PRODUCT AND ACCESSORIES.

By keeping your AST Product beyond thirty (30) days after the date of invoice, you ("Customer" or "You") accept the terms and conditions contained in this Agreement.

AST Computers' Complete Satisfaction Return Policy. 30 days Limited Money Back Guaranty

AST Computers provides a 30 day limited money back guarantee on all new Products purchased directly from AST, on the terms and conditions set forth below. For purposes of this policy, the term "Product" means AST-branded hardware described in your purchase receipt or invoice. The term "Product" does not include non-AST branded external peripherals such as printers, scanners, external Zip® drives, digital cameras, non-AST branded monitors, etc., and this "Complete Satisfaction" return policy (30 day limited money back guaranty) does not apply to or cover any of such products.

If you desire to receive a refund under this limited money back guarantee policy, you must contact AST within 30 calendar days from the invoice date for your Product and request a return of your Product at that time. The refund or credit will not include any shipping and handling charges shown on your invoice that you paid when you bought your Product nor will it include reimbursement for any services that were previously performed (e.g., fees for installation services, training or the like).

To return a Product, you must contact AST Technical Support at (800) 630-2777 and receive a Return Merchandise Authorization Number ("RMA"). We will provide you with an RMA number, authorize the return of your Product, and provide other instructions for returning your Product. You must return the Product to the designated return address in its original packaging within 10 calendar days of receiving your RMA number and follow the additional requirements set forth in this policy in order to obtain a refund/credit.

You are responsible for payment of all shipping, handling and insurance costs for return of the Products to AST. Any of these charges paid by AST will be deducted from your refund. You must return a Product in the same condition

in which it arrived, using the original boxes and packing materials. All of the diskette(s), CD(s), power cables, and other items originally included with the Product must be returned with it. All software must also be returned with the product to obtain a refund for the Product. AST will not be responsible for damage due to incorrectly packaged hardware products.

If you are expecting a refund/credit, please allow a reasonable period of time for the returned Product to arrive at AST and to be inspected in order to verify that the Product has not been damaged or altered and that all required items have been returned, including all original factory components. Once your Product has been received, inspected and accepted, your refund will be processed within seven (7) business days. Until your refund has been processed, please retain your shipping information (including tracking numbers) as proof that you returned the Product. If after reasonable inspection by AST, we determine that any parts, components, original assemblies or software packages are missing, AST reserves the right, at its sole discretion, to refuse to process the credit or to deduct the retail value of such missing items or components. If AST determines not to accept your product for return or to charge you for missing items, you will be notified accordingly.

The limited money back guarantee is not a warranty. The limited money back guarantee is not available to resellers.

You must examine the product when you receive it. If any item is damaged or missing, you must notify AST Computers at once. AST Computers will not consider any claim for damaged or missing items more than thirty (30) days from the invoice date.

AFTER YOUR AST COMPUTERS LIMITED MONEY BACK GUARANTEE EXPIRES IF YOU BOUGHT DIRECTLY FROM AST COMPUTER OR, AFTER YOUR RETURN RIGHTS EXPIRE IF YOU BOUGHT YOUR PRODUCT FROM A THIRD PARTY RESELLER OR RETAILER, WHICHEVER IS APPLICABLE, THEN THE REMAINING PROVISIONS OF THIS AGREEMENT WILL CONTINUE TO APPLY.

Limited Warranty for AST Desktop and Mini-Tower Computers (and Monitors)
AST Computers warrants this AST desktop or mini-tower computer, excluding the monitor, against defects in material and workmanship under normal use for a period of three (3) years commencing on the date of original purchase and ending on the third-year anniversary of the date of purchase ("the warranty period"). AST Computers warrants its monitors against defects in material and workmanship under normal use for a period of one-(1) year commencing on the date of original purchase and ending on the first anniversary of the date of purchase.

AST has defined a computer system as being "Year 2000 compliant" if (i) the BIOS supports millennium (8 digit) date format (mm/dd/yyyy); (ii) the BIOS clock will automatically roll over to the year 2000 at midnight on December 31, 1999; and (iii) the year 2000 is properly recognized and treated as a leap year. Using this definition, AST further warrants that this desktop or minitower computer is Year 2000 compliant (i.e., the BIOS supports millennium date format, the BIOS clock will automatically roll over to the year 2000 at midnight on December 31, 1999 and will properly recognize and treat the year 2000 as a leap year). AST will treat any product failure in this regard as a defect in material and workmanship under this limited warranty, subject to all of the terms, conditions, limitations and exclusions set forth

herein., All other warranties, conditions and remedies, express or implied, relating to year 2000 readiness or compliance are disclaimed. This limited warranty covering Year 2000 compliance extends only to hardware and BIOS. AST makes no warranty whatsoever as to the year 2000 compliance status of any application software, operating system, or peripheral accompanying and/or later installed on any AST system since AST does not control the design of these products. AST makes no representations or warranties concerning AST computer configurations that are in any way altered or modified in terms of their date-recognition functionality after any such system physically leaves AST's facilities.

In the event of a hardware defect covered under the terms of this limited warranty, AST Computers or its authorized third party service providers will have the option of replacing any defective hardware part or product, including the monitor, with a functionally equivalent new, used, or reconditioned part or product that is in good working order. All replacement or exchanged parts or products are warranted for the remainder of the original, warranty period. Such services shall be the consumer's sole and exclusive remedy. All exchanged parts or products replaced under this limited warranty will become the property of AST Computers.

This limited warranty does not cover software products, technical assistance for hardware or software usage, consumable items such as batteries and the like, or hardware parts or products purchased from anyone other than AST Computers. Rather, the limited warranty covers only hardware defects with AST hardware parts or products during the period of the limited warranty. Warranty and support for all third-party software applications and third party hardware shall be provided, if at all, by their respective companies. For more information, please refer to the software license agreements or hardware warranty documentation, if any, which are included with the respective software and hardware products.

AST COMPUTERS MAKES NO OTHER EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIODS SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This warranty does not cover the repair or replacement of any hardware part or product that is malfunctioning due to accidents such as dropping and the like, negligence, misuse, abuse, theft, vandalism, fire, earthquakes, water, spilled liquids, immersion in liquids, lightning, or other peril or other damages caused by any natural disaster. This warranty also does not cover any product on which the serial number has been defaced, modified or removed, or damage caused by failure to provide a suitable installation environment for the hardware product, such as inappropriate electrical power, temperature or humidity; damage caused by unauthorized repairs (repairs performed by anyone other than an authorized service provider) or improper maintenance, damage caused by modifications or alterations of the hardware product or damage caused by third party peripherals. Consumers are cautioned that

product performance is affected by system configuration, software, the application, customer data, and operator control of the system. You, and not AST Computers, are responsible for the selection, use and results obtained from the product. AST Computers does not warrant uninterrupted or error-free operation of this hardware product nor does it warrant that any product that you purchase will meet your individual requirements.

The sole remedy under this limited warranty shall be repair or replacement of defective part(s) as provided above. AST Computers' liability for failure to conform to the requirements of this warranty after a reasonable number of attempts will be limited to a replacement of the hardware system or, if AST Computers is unable to provide replacement and repair is not commercially practicable or cannot be timely made, providing a refund not to exceed the purchase price of the hardware system. These remedies are your exclusive remedies for breach of warranty.

UNDER NO CIRCUMSTANCES SHALL AST COMPUTERS BE LIABLE IN ANY WAY TO THE END-USER OR ANY THIRD PARTY FOR ANY DAMAGES IN CONNECTION WITH THE SALE, PURCHASE OR USE OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF DATA, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF USE OF THE HARDWARE PRODUCT OR ANY ASSOCIATED PERIPHERALS, COST OF REPLACEMENT PRODUCT, DOWN-TIME, CHARGES FOR YOUR TIME AND EFFORT, OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON BREACH OF WARRANTY, CONTRACT OR NEGLIGENCE, EVEN IF AST COMPUTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

If Service is Required During the Warranty Period

If service is required, in the United States or Canada, please call AST Technical Support at (800)-630-2777. Please have the following required information ready when making your call: hardware product model number; serial number, and date of purchase. The computer or monitor product model number and serial number may be found on a label located on the hardware product.

If the AST technician determines that you have a hardware defect which cannot be resolved over the telephone, then AST will, at its option, either repair the defective parts or product, exchange defective end user replaceable parts with functioning parts or replace the product with a functionally equivalent new, used or reconditioned product that is in good working order. AST will not charge you for replacement parts or products and, during the first year of your warranty period, will not charge you for labor. On-site warranty service is offered by a third party vendor during the first year of your warranty period for desktop and mini-tower computers. If the AST technician concurs that you have a hardware defect and if you desire on-site service for your desktop or mini-tower computer during the 1st year of your warranty period, then the AST technician will arrange for the third party vendor to fulfill the third party vendor's on-site service commitment. Please note that on-site service is not available for monitors, keyboards, mice or similar external components of the Product. Please also note that labor is not included after the first year of the warranty period. On-site service may not

be available in certain remote areas or may be available only at an additional charge in remote areas. The AST technician will let you know whether your Product is located within a remote area requiring an additional charge or for which on-site service may not be available.

If, after discussing your problem, the AST technician determines that the problem is not the result of a hardware defect, then fee-based technical support will be available to assist you.

For on-site service, you must provide: access to the product; adequate working space and facilities within a reasonable distance of the product; access to and use of all information and facilities determined necessary by the service provider to service the product; and operating supplies and consumables such as you would use during normal operation. When service is being performed on-site, you or your representative, 18 years of age or older, must be present at all times. You must state if the product is being used in an environment which poses a potential health hazard to repair personnel; AST or the authorized service provider may require that the product be maintained by customer personnel under direct AST or authorized service provider supervision. AST or the authorized service provider may also refuse to provide on-site service in special circumstances and will provide an alternative repair method such as self-repair, retail repair or mail-in repair in such circumstances.

All replacement parts and exchanged parts will be provided subject to AST Computers' policies in effect on the date of the exchange or replacement of parts for the AST hardware product(s) covered under this limited warranty. The technician will give you instructions on how to return the defective hardware product or parts. You will be issued a Return Merchandise Authorization number ("RMA"), which you must present with the exchanged product or part in accordance with the instructions provided by the technician in order for your transaction to be processed under this limited warranty. You must report each instance of hardware failure to Technical Support to obtain AST Computers' concurrence that a part should be replaced and to have AST Computers ship the replacement part. AST Computers will ship replacement parts to you (freight prepaid) if you use an address in the continental U.S. or Canada. Shipments to other locations will be made freight collect. AST Computers may, at its option, include a prepaid shipping container with each replacement part for your use in returning the replaced part to AST Computers.

All defective items being returned to AST must be securely packaged (original boxes are suggested) and insured for return shipment to AST. You agree to pay shipping costs and to insure and accept all liability for loss of or damage to the hardware product. AST Computers will not be responsible for damage due to incorrectly packaged hardware products. A copy of your dated sales slip, the hardware product serial number, and a detailed description of the problem you are experiencing must be included in the package.

IMPORTANT

Critical components. AST's Products are not authorized for use as critical components in life support devices or systems without the express prior written approval of the Chief Executive Officer of AST. Life-support devices or systems are those that are intended to support or sustain life and whose failure to perform can be reasonably expected to result in a significant injury

to the user. Critical components are those where failure to perform can be reasonably expected to cause failure of a life support device or system or affect its safety or effectiveness.

All components not originally installed by AST Computers or any unauthorized upgrade products (upgrade products other than AST Computers factory authorized parts) must be removed from the system before AST Computers authorized service providers will perform service. Neither AST Computers nor its authorized service providers are responsible for non-AST Computers components or unauthorized products that have been left in the unit. Such components include, but are not limited to, upgrade processors, additional memory, expansion cards and various component upgrades.

Throughout the Warranty period, service for end-user replaceable items may be provided on an exchange basis, by mail during the warranty period. End-user replaceable items include, but are not limited to, keyboards, pointing devices, removable drives, removable LCD panels, in-warranty batteries, other expendable items, AC adapters, speakers and monitors. Replacement components or systems will only be shipped to you after the non-functioning components or systems have been returned to AST Computers. Alternately, you may secure the return of the non-functioning components or systems with a credit card at the time of the call. It is your financial responsibility to return non-functioning components or systems. If they are not returned within the times specified in AST Computers' exchange policy your credit card will be charged. Repairs on systems may result in the need to reformat the hard disk drive. Reformatting the hard disk permanently removes any files or software programs installed there. Therefore, any original data is not retrievable. If your computer is functioning, you are strongly advised to copy or backup all data on your hard disk drive prior to service. **NEITHER AST COMPUTERS NOR ITS SERVICE PROVIDERS ARE RESPONSIBLE FOR ANY LOSS OR DESTRUCTION OF DATA OR MEDIA RESULTING FROM SERVICES PERFORMED HEREUNDER.**

This limited warranty is valid only for hardware products that have been purchased in the United States of America and Canada. Service options may vary between the two countries and therefore warranty service can only be provided in the country of original purchase. Hardware products taken outside of the United States of America or Canada must be returned to the country of original purchase to receive the services described herein.

Hardware warranties are extended only to the original owner or original leaseholder.

Dispute Resolution and Applicable Law. Any dispute, controversy, or claim arising out of this Limited Warranty, its interpretation, or the breach, termination or validity thereof, or any related purchase shall be resolved exclusively and finally by arbitration administered by the American Arbitration Association (AAA) under its rules (www.adr.org). You may file for arbitration at any AAA location in the United States upon the payment of \$100 of any applicable filing fee. The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute or controversy between you and AST Computers. The arbitration shall be held in any mutually agreed upon location in person, by telephone, or online. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in a court of

competent jurisdiction. The arbitrator shall not award either party special, exemplary, consequential, punitive, incidental or indirect damages, or attorneys' fees and each party irrevocably waives any such right to recover such damages. The parties will share the costs of the arbitration, (including the arbitrator's fees, if any) in the proportion that the final award bears to the amount of the initial claim.

You agree to comply with all applicable laws and regulations of the various states and of the United States. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the state of California without reference to its choice of law principles. To the extent any dispute is not resolved as indicated above, the parties agree not to commence or prosecute any suit or claim to enforce this agreement or otherwise arising under or by reason of this Agreement, other than in the Federal and State courts of competent jurisdiction in the State of California, Los Angeles County.

This limited warranty shall not be applicable to the extent that any provision of this limited warranty is prohibited by any Federal, State, Provincial or Municipal law that cannot be preempted. This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

The terms and conditions for obtaining service during the period of this limited warranty are subject to change by AST Computers without notice. In addition, the terms and conditions covering services offered by or through AST Computers outside the warranty period or during the warranty period for matters not covered by the limited warranty (such as technical assistance for hardware usage, software issues and "how-to" questions) and the fees charged for such services, are subject to change by AST Computers without notice. The availability of toll-free telephone lines during or after the warranty period, the types of services AST Computers may offer from time to time to its customers and the days and hours of operation during which AST Computers' technical support and customer service operations will be available, are all subject to change, without notice, at AST Computers' discretion.

AST Computers' mailing address for warranty matters in the United States and Canada is 2029 Century Park East, 14th Floor, Los Angeles, California, Attention Warranty Department.